

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works, Clean Water Division

**DATE:** July 6, 2021

**REQUESTED ACTION:** Authorize the County Manager to execute an interlocal agreement between the City of La Center and Clark County for the Clark County Microbial Identification and Source Tracing for La Center IDDE Project.

☒ Consent ☐ Hearing ☐ County Manager

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### BACKGROUND

The Washington Department of Ecology, or Ecology, found elevated bacteria levels in East Fork Lewis River, or EFLR, tributaries within La Center city limits. As follow up to Ecology's findings, La Center began their own investigation of potential illicit discharges or connections with a bacteria sampling plan in November and December of 2020. La Center also found elevated levels of bacteria.

The City of La Center requested assistance from Clark County to collect water samples for identification of human and dog fecal DNA presence and quantity at predetermined sampling locations using Quantitative Polymerase Chain Reaction analysis, or qPCR, *Escherichia coli* (*E. coli*) sampling, and Optical Brightener (OB) measurements. These data will help La Center public officials trace and eliminate bacterial sources contributing to bacterial pollution in the EFLR watershed. Clark County has performed water sample collection for qPCR analysis at locations throughout Whipple Creek and the EFLR watershed and possesses the resources to perform successful microbial identification and source tracing, or MST, monitoring for the City.

Under this interlocal agreement, the city will reimburse the county up to \$7,754 through December 31, 2021 to collect water samples for MST monitoring, with the potential to renew if desired by both parties. The City of La Center is interested in eliminating sources of bacteria to the EFLR. Clark County supports the city's efforts and recognizes the importance of eliminating sources of pollution to water resources for county residents.

This initial interlocal agreement may be amended for additional monitoring work in the future. The agreement requires modifications be in the form of a written amendment signed by both parties.

### COUNCIL POLICY IMPLICATIONS

This action does not impact council policy.

### ADMINISTRATIVE POLICY IMPLICATIONS

This submittal neither changes nor creates county policy. It does support the current county program to monitor the health of county streams.

### COMMUNITY OUTREACH

Data collected will be available to the public upon request.

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$7,754 (reimbursed by City of La Center)
Grant Fund Dollar Amount	N/A
Account	4420 - Clean Water Fund
Company Name	N/A

**DISTRIBUTION:**

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

**ATTACHMENTS:** (1) Clark County Microbial Identification and Source Tracing for La Center IDDE Project Interlocal Agreement

*Jeff Schnabel*

Jeff Schnabel  
Interim Clean Water Division Manager

*Ahmad Qayoumi*

Ahmad Qayoumi, PE  
Public Works Director/County Engineer

*Eva Haney*

Eva Haney, CGFM  
Finance Division Manager

Primary Staff Contact: Marlena Milosevich, Ext. 4282

APPROVED: *Robert J. O'Brien*  
CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE: *July 6, 2021*

SR# *121-29*



**INTERLOCAL AGREEMENT BETWEEN  
CLARK COUNTY AND THE CITY OF LA CENTER**

**For the**

**Clark County Microbial Identification and Source Tracing  
for La Center IDDE Project**

This interlocal agreement (Agreement) is entered into between Clark County (County) and the City of La Center (City) pursuant to the State of Washington Interlocal Cooperation Act, chapter 39.34 RCW.

WHEREAS, the City has identified a need to collect water samples for identification of human and dog fecal DNA presence and quantity at predetermined sampling locations using Quantitative Polymerase Chain Reaction analysis (qPCR), *Escherichia coli* (E. coli) concentrations, and Optical Brightener (OB) measurements. These data will help La Center public officials trace and eliminate bacterial sources contributing to bacterial pollution in the East Fork Lewis River (EFLR) watershed; and

WHEREAS, the City does not have in-house technical and staffing resources to complete the Project; and

WHEREAS, the County has performed microbial identification and source tracing (MST) water sample collection for qPCR analysis at locations throughout Whipple Creek and the EFLR watershed and possesses the technical knowledge and resources to perform successful MST monitoring for the City; and

WHEREAS, it is mutually beneficial for the City and County to work cooperatively to complete the Project as generally described in Attachment A, Project Scope, which is attached hereto and incorporated herein

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The County agrees to provide services which will include field visits, in-situ optical brightener measurements, water sample collection, laboratory analyses, and data summary table.
2. Except as otherwise provided herein, any modification to this Agreement must be in the form of a written amendment signed by each party. The County agrees to not exceed the estimated Project budget amounts described in Attachment A without first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the City.
3. The City agrees to allow the County to increase the hourly rate for the Natural Resource Specialist III identified in Attachment A, including salary and benefits, by the lesser of the Consumer Price Index for All Urban Consumers (CPI-U) each year, or the actual labor increase.
4. The City agrees to make progress payments to the County quarterly and at completion of the project based on Attachment A billing rates for County staff and expenses.

5. No liability shall attach to the City or the County by reason of entering into this Agreement except as expressly provided herein. This Agreement is executed for the benefit of the parties and the public generally. This Agreement is not intended and shall not be construed as creating any third-party beneficiary. Each party agrees to indemnify, defend and hold harmless the other and all its officers, agents, employees and consultants from and against any and all demands, claims, judgments, awards of damages, costs, losses, or liability, including attorney's fees, for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof, and shall pay all resulting awards of damages, fees, costs or judgments that may be obtained against it or its officers, consultants, agents, or employees. Further each party has insured against its own liability herein and will promptly notify the other of any material change in such coverage.

6. This Agreement does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The City and the County shall be jointly responsible for administering the performance of this Agreement as provided herein. Any instrumentation or equipment used or acquired by the County in connection with the performance of this Agreement shall be disposed of by the County as it shall determine in its discretion.

7. The duration of this Agreement is from date of execution of the Agreement through December 31, 2021 and may be renewed for additional one-year periods indefinitely through written concurrence (email acceptable) by both the County and City.

8. Either party may terminate this Agreement by providing to the other party 30 days' advance written notice of the date of termination, and by paying in full any balance owing for services rendered to the other as of the date of termination. Written notice shall be deemed given three days after the date of mailing at the address as set forth with its signature, below.

9. This Agreement shall be deemed to have been executed and delivered within the State of Washington. The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be filed in the Superior Court of Clark County, Washington.

10. The County shall not sublet or assign any of the services covered under this Agreement without express written consent by the City.

11. This Agreement, including Attachment A and any future amendments hereto, constitutes the entire Agreement between the parties, and supersedes any prior writing or understanding between the parties on the subject matter of the Agreement.

IN WITNESS WHEREOF, the City and County have executed this Interlocal Agreement on the dates indicated below.

FOR CLARK COUNTY:

  
Kathleen Otto  
County Manager


Dated this 6<sup>th</sup> day of July, 2021

FOR THE CITY OF LA CENTER:


  
Greg Thornton  
Mayor

Dated this 2<sup>nd</sup> day of May, 2021

Approved as to form only:

  
\_\_\_\_\_  
Tony Golik, County Attorney  
By: Bill Richardson  
Deputy Prosecutor – Civil Division

Approved as to form only:

By:   
\_\_\_\_\_  
Bronson Potter, Attorney  
City of La Center

**Attachment A**

**Scope of Work**

**Clark County Microbial Identification and Source Tracing for La Center  
IDDE Project**

Submitted by:	Clark County Public Works  1300 Franklin Street  Vancouver, WA 98660
Proposed Amount:	Not to exceed \$7,754 per year services costs
Period of Performance:	Annual
Technical Point of Contact:	Marlena Milosevich  564-397-4282  <a href="mailto:Marlena.Milosevich@clark.wa.gov">Marlena.Milosevich@clark.wa.gov</a>
Business Point of Contact:	Alice Millward  564-397-5267  <a href="mailto:Alice.Millward@clark.wa.gov">Alice.Millward@clark.wa.gov</a>

## Scope of Work

### PROJECT OVERVIEW

Ecology began bacteria sampling in the summer of 2020 in the EFLR. Elevated bacteria levels were found in EFLR tributaries within La Center city limits. As follow up to Ecology's findings, La Center began their own IDDE investigation with a bacteria sampling plan in November and December of 2020. La Center also found elevated levels of Fecal Coliform at four sampling locations. There was one geometric mean exceedance and all four sampling locations had a least one instance of exceeding 320 CFU per 100 mL .

This Scope of Work proposes Clark County Public Works Clean Water Division will perform water sample collection and analysis for identification of human and dog fecal DNA presence and quantity at predetermined sampling locations using Quantitative Polymerase Chain Reaction analysis (qPCR), *Escherichia coli* (E. coli), and Optical Brightener (OB) as a contracted service to the City of La Center.

### PROJECT SCOPE

The County will perform the following activities in the City of La Center:

- MST monitoring will occur at two urban sites located in the City of La Center. These two sampling sites have been selected by La Center staff based on high Fecal Coliform results from November 2020- December 2020 samplings.
- At each of the two pre-determined sites (Site 1 and 2), three sampling events will occur with two sampling events in the wet season and one follow up sampling in the dry season.
- All selected sampling locations will be tested for human and dog biomarkers through qPCR analysis.
- Chad Hoxeng will supervise this effort with support from the project manager Marlee Milosevich. A monitoring pair will collect both the qPCR and E. coli water samples and operate the optical brightener meter at each site during a sampling event.
- Results will be presented to La Center in a summary table for further discussion on future tracing efforts.

### Considerations:

- Clark County recommends conducting three sampling events. If possible, two events should be in wet conditions and one in dry conditions.
- All samples will be saved at Source Molecular for three months. During the 3-month window, additional biomarkers could be selected for analysis if human and dog biomarkers are not detected. Additional tests are \$150 per biomarker.

The following assumptions apply to this project:

- The County will use existing written county standard operating procedure (SOP) from the Wadeable Streams project to guide the collection of bacteria samples.
- Optical brightener procedures will be conducted per manufacturer's instructions and Department of Ecology SOP

- All monitoring equipment and supplies will be provided by the County and will not be billed to the City or are included in laboratory costs summarized in the budget.
- Monitoring may be suspended or re-scheduled if health or safety circumstances warrant or upon agreement between City and County.
- E. coli analyses will be performed by the County's contracted, Ecology-accredited laboratory, ALS, in Kelso, WA.
- qPCR analysis will be performed by the County's contracted laboratory, Source Molecular, Inc., located in Miami, Florida.

#### ESTIMATED COST

Costs are limited to monitoring two (2) sampling locations three (3) times each, with qPCR analysis for three (3) biomarkers:

Clark County Microbial Identification and Source Tracking La Center Project Cost Analysis				
Budget Category	Unit	Cost per unit*	2 Sampling locations	3 Sampling Events
Staff Time for 2 NRS III	Hour	171.18	\$685	\$2,054
Two Vehicles (Covid-19)	2 Vehicles	N/A	\$100	\$300
Optical Brightener	N/A	\$0	\$0	\$0
E. Coli	Sample	\$40	\$80	\$240
qPCR	Sample	\$835	\$1,670	\$5,010
Shipping	Package	N/A	\$50	\$150
Total		\$1,046	\$2,585	\$7,754
*Rate in 2021 for Natural Resource Specialist III: \$85.59/hour including salary and benefits.				



Three qPCR DNA Marker selection and Price:

Site qPCR DNA Marker	Source Molecular Cost (1-3 Samples per delivery)
Human Dorei	\$535
Human EPA	\$150
Dog	\$150
Total qPCR Cost of one Sample	\$835

